

# **EXHIBIT A**

**HAYDEN-HARNETT, LLC**  
**44 Ash Street**  
**Brooklyn, NY 11222**

May 17, 2010

Ms. Joann Glussich  
79 Chelsea Court  
Saddle River, NJ 07663

**RE: \$150,000 Term Loan to Hayden-Harnett, LLC**

Dear Ms. Glussich:

Reference is made to that certain loan made by you to Hayden-Harnett, L.L.C. (the "Borrower"), of which we are the sole members, in the amount of \$150,000 (the "Loan"), as evidenced by the Term Promissory Note, dated of even date herewith (the "Note"). The repayment obligations of the Borrower under the Note are secured pursuant to the terms and conditions of that certain Security Agreement, dated of even date herewith, executed by the Borrower in your favor, and guaranteed by Benjamin Harnett and Toni Hacker, jointly and severally, pursuant to the terms of that certain Guaranty of Payment and Performance, dated of even date herewith (the "Guaranty", and together with the Note and Security Agreement are hereinafter referred to as the "Loan Documents").

In connection with the making of the Loan by you to the Borrower, we confirm, acknowledge and agree to the following:

(1) The Loan proceeds ("Proceeds") will be deposited with H.S.B.C. Bank USA, N.A., in Account No. 062114514. The Borrower's business consultant, Neil Goldstein ("Goldstein") will have sole check writing authority over this account during the term of the Loan;

(2) We hereby acknowledge receipt of the entire Proceeds;

(3) The Proceeds will be used exclusively to fund current and future customer purchase orders, as approved by Goldstein, and to the payment of all legal fees and expenses incurred by you in connection with the preparation and negotiation of the Loan Documents, search fees and the closing of the Loan;

(4) We have been made aware that there currently exist two (2) outstanding New York State Tax Liens against the Borrower, identified as follows:

(a) Lien Number: E-031832362-W001-4  
Filed Date: 2/24/2010  
Amount: \$2,220.15

*BT*

(b) Lien Number: E-031832362-W002-8  
Filed Date: 5/5/2010  
Amount: \$644.40

We agree that in the event either of these New York State tax liens are not paid, satisfied and discharged by the Borrower within thirty (30) days of the date hereof, with proof of payment to be provided to you simultaneously therewith, the failure to do so shall constitute a default by the Borrower under the Loan Documents and entitle you to exercise any and all remedies available to you under the Loan Documents and under applicable law without further notice.

(5) We have advised you that we have not complied with the requirements of Section 4(a) of the Security Agreement. You have agreed to grant us 10 days from the day here to comply with the requirements of Section 4(a) of Security Agreement. We acknowledge and agree that our failure to provide the required information and/or take the necessary actions required thereunder within such 10 day period shall constitute a default under the Loan Documents and entitle you to exercise any and all remedies available to you under the Loan Documents and under applicable law without further notice.

Notwithstanding any other provision of this letter, nothing contained in this letter is intended to release, discharge or otherwise alter any obligation of the Borrower or any other party pursuant to the terms of the Loan Documents.

HAYDEN-HARNETT, LLC

By: 

Benjamin Harnett, Member

By: 

Toni Hacker, Member

By: 

Benjamin Harnett, Individually

By: 

Toni Hacker, Individually